## THE COURTS.

Conviction Under the New Registry Law-Custom House Sinecures-Another Erie Decision in an Insurance Case-A Transfor of Stock Case Denouement in the Durand Divorce Case.

UNITED STATES SUPREME COURT.

The Authority of Municipalities to Regulate Commerce—Transportation Pay of Volus-teer Officers—Fexas Land Titles. Washingron, Nov. 29, 1870.

No. 244. Downh am et al. Plaintiffs in Error vs. The City Council of Alexandria—Error to the District Court of Appeals of Virginia, for the Fourth District.—In June, 1867, the City Council of Alexandria, in order to raise funds to pay off the interest on a debt of about \$1,250,000, and to defray the curon a debt of abelt \$1,20,400, and to the passed an ernicapenses of the city government, passed an erdinance whereby, among other things, they imposed a license tax of \$200 "on agents and dealers In beer and ale by the cask, not manufactured in Alexandria, but brought there for sale. The plaintiffs in error were liable to this tax, but refused to pay it upon the ground that the tax was unconstitutional, because imposed on a commercial operation, and because it imposed upon the manufacturers of ale or beer in other States a special tax frem which the Alexandria manufacturer is exempt. It was claimed, therefore, that it violated the following clause of the constitution:—

No. 245. Submitted on Printed Briefs.—The United lates vs. Joseph W. Price-Appeal from the Court of Claims.—In this case the appelles, while resident of Adel, Iowa, was mustered into the service of the United States, as a first lieutenant in the Thirtyinth regiment of lowa volunteers, for the term of service until January 6, 1865, when, having re-signed, he was at his own request discharged on a rgeon's certificate of disability incurred in the service. This action was brought for transportation pay to Adel, the place of enrolment, and judgment was entered pre forms in favor of the claimant below and the cause brought here for final determination, it being one of a numerous class of cases, involving large amounts, and being intended as a test case. The government insists that there is in the statutes no direct allowance of travel pay from the place of discharge to the place of enrolment. The allowance is provided in terms only, for officers of the regular army, volunteer officers recently receiving its benefits merely through that provision of the act of July 22, 1861, which places them "on the footing, as to pay and allowances, of similar corps of the regular army." It is contended that the footing thus referred to must have been intended to be that established and known since 1709, and not a new footing established in contravention of the unvariet practice of the government through seventy years, with all the wars of that period. This new rule would, of course, it is submitted, apply to Soldiers as well as officers, and its drain on the Treasury for officers alone, it is said, would be millions, and for both officers and men it would be enormous. A uniform construction of the oldest legislation on the subject is thought to be sufficent authority against opening the Treasury to such a demand. Chipman and Hogmer for claimants; Assistant Attorney General B. H. Tabot for the government. service. This action was brought for transportation

No. 261. B. T. Masterson, Assignee in Bankruptcy of J. W. Herndon, vs. Volney E. Howard et al-Apal from the Circuit Court of the Western District of Texas.—The libel in this case was filed by one Howard, a citizen of Louisiana, against certain cititens of Texas, and one Mason, a citizen of Pennsylrania in 1851. It asserts title to a tract of land hich was conveyed by the Spanish government, in 1776, to the Indians of the mission of San Jose, which, by a regular assignment of title was vested in the complanant, and that the possession of the land had followed and accompanied those conveyances. It asserts that the defendants, by pretended title, have disturbed the possession and seism of the complainant, and prays that their litle may be declared void. The decree was in favor of the complainant and the case comes here for review, the questions involved being of fact and practice. W. W. Boyce for appellants; P. Phillips for appelled.

or to the Circuit Court for the Western Dis-fexas.—This was an action of trespass to fry title under the practice of Texas, brought to recover a tract of four leagues of land in Falls county, Texas. The trial resulted in favor of the defendant and the error alleged is in the ruling of the Court below in the admission and exclusion of evidence. William 6. Hole for plaintiff in error; defendants

#### COURT OF APPEALS.

Decisions ALBANY, Nov. 29, 1870. Eliza Cruger, Respondent, vs. William Dougherty, Appellant,-Judgment affirmed, with costs. Levi Steinwig, Respondent, vs. The Eric Railway

Company, Appellants,-Judgment reversed and new trial granted. Costs to abide event. The People ex rel. Peak, Respondent, vs. The

Far Propie ex rel. Peak, Respondent, vs. The Board of Supervisors of Columbia County, Appellants,—Order of General Term reversed and that of Special Term affirmed, with costs.
George L. Marvin and Wife, Respondents, vs. Legrand Marvin et al., Appellants,—Order denying the motion for a new trial affirmed, with costs.
Legrand Marvin, et al., Appellants, vs. George L. Marvin, Respondent.—Order affirmed, with costs, Robert Alchison, Appellant, vs. Michael Maiton, Respondent,—Order affirmed and judgment absointe for defendant, pursuant to stipulation. Court of Appeals Calendar.

The following is the Court of Appeals day calendar for November 30:—Nos. 49 4, 48, 49 4, 31, 56 4, 41, 1, 24, 21, 13.

UNITED STATES CIRCUIT COURT - CRIMINAL BRANCH.

#### Illegal Registration by a Negro.

Before Judge Woodraff.

The United States vs. Lucius M. Samyer.—The de-

fendant, a negro, was put on his trial yesterday morning upon an indictment charging him with having illegally registered his name three times as a voter in this city previous to the last election. Mr. Davies, United States Assistant District Attorney, appeared for the government, and Mr. Fitch lended the prisoner. Evidence in support of the charge having been given, witnesses on the part of the accused were called, among others his brother, one of the waiters at the Metropolitan Hotel. It appeared that Sawver had served as a at the Metropolitan, and there by his industry and faithfulness raised himself to the position of nead waiter. Unfortunately for him-self he fell into habits of intoxication and squan-dered about \$10,000, which he had amassed in regi self he fell into habits of intoxication and squandered about \$10,000, which he had amassed in real estate in Kings county. From a position of wealth he became, to use the language of his counsel, a common loafer, in poor, miserable, degraded drunkard, a fitter (subject for the inebriate Asylom than for the State Prison. The defence was that at the time the prisoner committed the offence charged against him he was under the influence of drink, and that his mind had become so much affected by continual intoxication he really did not know what he was doing.

Counsel for defendant, in summing up, said the government might have sought to get a first conviction under the Election law against some of the many white men who had been guilty of reseating, while they pointed upon this poor negro, who did not know what he did.

Mit. Davies replied that there had been three convictions under the law already, and the parties were now undergoing their punishment.

Judge Woodraff then charged the jury, leaving them to say whether they beheved the defendant's intellect was so deranged from drink as to be totally unconscious of what he was doing.

After a short absence the jury returned a verdict of guilty. Sentence deferred.

### UNITED STATES COMMISSIONERS' COURT.

New to Acquire a Sinceure in the Custom House.

Before Commissioner Shields. The United States vs. Charles B. Pheips .- The defendant was yesterday arrested and brought up charged with illegally seiling and otherwise disposing of positions of trust in the Custom House. Patrick Golden, of No. 9 Vandewater street, a la-borer, stated, by amelayu, that off the 12th inst. he read an advertisement in the HERALD offering a good position to any party who could provide from \$300 to \$500. He replied to this advertisement and was instructed to apply to Joan D. F. Voornees, No. 176 Broadway, room 44. Voornees informed min that the position was that of deputy weigher of the United States, and would be a permanent position as long as President Grant remained in owice. He subsequently say the neighbour (Pheips) at

Mo. 160 Broadway, and he confirmed what Voorhees had stated on the previous day. He was not quite satisfied with the manner in which Voorhees spoke about the position, and requested some written instrument from Fhelps to secure the office during the present administration. Phelps at once wrote out a document and signed it, insuring Golden in the office "during the remainder of President Grant's tenure of office." Golden drew the \$500 demanded from the Chambers Street Bank, but declined to hand it over to Phelps without further investigation. Samuel R. Burcell, 234 West Seventeenth street, deposed that early in October he replied to an advertisement signed "Comfortable," which appeared in the Harald, and which offered a good position in an outdoor business for \$100. He called on Mr. Snyder, corner of Pineapple street and Futton avenue,

The Eric Railroad Saits Over Again-Motton to Change the Piace of Trial from New York

to Albany. Before Judge Brady. James Fisk, Jr., vs. The Albany and Susquehanna Ratiroad Company and Others.—In keeping with the inevitable sequence of events before our courts the Eric Railroad suits came up again yesterday. This, however, was no entry into the merits of the case, a consummation which there seems no prospect of ever reaching, but a motion to transfer the trial of the case of the titular caption given above from this city to Albany. This motion,

Mr. Hale made the opening speech, urging the Mr. flaie made the opening speech, urging the granting of the motion. He began with reading the pleadings in the case, the sllegations and combendings in the case, the sllegations and combending in the case, the sllegations and combending and nauseam, and afterwards roused the court from its lethargic condition—the inevitable result of such an infliction of reading matter—by coming down to the question immediately in point. His main reasons for urging the motion were that most of the transactions coming under investigation occurred in Albany, and that most of the witnesses lived there and in the vicinity—twenty-nine living in Albany and nineteen on the line of the road.

Mr. Field, in opposing the motion, led off with reading quotations from Albany papers showing the hostility there to Mr. Fisk and the management of the Eric Railroad and sympathy for Mr. Ramsey, the of these papers expressed a desire "that Mr. Fisk, by some legal or other process, might be compelled to face to the meantains of Hepsidam, where the lion reareth and the whangadoodle mourneth for

in Brooklyn.

The Judge remarked that the matter of the relative number of winesses would have very little weight with the Court.

Mr. Pield referred to two injunctions, issued respectively by Judges Peckham and Clute, and, after showing the bearing of these on the case, aliaded to the alleged fact of \$33,000 having been expended upon the State Legislature to further the interests of the defendants.

of the defendants. Mr. Hale, in his rejoinder, said he could rend ex-tracts from New York papers pitching more savagely into Mr. Fisk than the Albany press had ever ven-

tracts from New York papers pitching more savagely into Mr. Fisk than the Albany press had ever veniured to de. As for the papers in Albany being friendly to Mr. Ramsay, there were quite as many hostile to him. But newspaper comments, he missed, had nothing to do with the case. He did not move a charge of venue from any suspicion of unfairness on the part of the judges of this city. It was certain that they would have a fair trial in Albany, and in this copnection he cited the judges before whom the trial was likely to take place. The ends of justice, he claimed in conclusion, made it imperative that the place of trial should be changed if compliance with their motion.

Mr. Field followed in a second spacet. It was evident that for this he saved his heaviest thunder hots. He struck right and left, denouncing the defendants is searched left, conclude positions. Coming to the motion, he said that the case had already been neticed for trial here and was en the calendar and would herebe tried within a short time. If removed to Albany that it would be two months at least before it could be brought to trial. Another point was that the moving affidavit was insufficent; and still another, that all the delendants did not move for the change. He closed with denying that he ever asked five per cent allowance on \$500,000,000, the alleged value of the Eric Rainroad, as stated in a newspaper article, which he read and which he pronounced "too delictiously exquisite" to be overlooked.

Mr. Hale made the closing speech. He dwelt mainly upon the good faith of itamsey, Groesbeck

be overlooked.

Mr. Hale made the closing speech. He dwelt mainly upon the good faith of stamsey, Groesbeek and others, the principal contestants in the suit.

The Judge reserved his decision.

Sixty-five persons have passed the required exam nations and were yesterday admitted to the New York bar. Among these were four representatives of the city press—Edward Y. Beech, Tribune; George A. Moulton, World, and P. J. O'Relley and Michael Grath, of the Evening Express.

Decisions.

Auguste Halbe vs. George Ewell.-Motion granted. James B. Cone et al. vs. Julia M. Stebbins, -Motion

# SUPREME COURT-GENERAL TERM.

An Insurance Case—Important Decisions. Before Judges Ingraham, Barnard and Cardozo. Lucius Bradley, Executor, et al., vs. The Mutual Scneftt Life Insurance Company.-Justice Ingranam gave the opinion of the Court affirming the indement below. One Cluff insured his life in the company of the defendants. This insurance policy company of the defendants. This insurance policy went through several assignments, till it came into possession of the plaintif. A clause in the policy rendered it null and void in case the insured should die by his own hand or in a duel or through intemperance or through violation of any law of the United States, or State in which he might be at the time. The premiums were regularly paid up to the death of Chuff. While in Louisiana Cluff met one Cox, against whom he had a claim, and requested payment, which was refused. Cluff threatened to take Cex's horses if he did not pay. Cox said he had better try it on. Cluff seized the reins, whereupon Cox drew his pistol and shot him, from the effects of which he died. The defendants claimed that Cluff was violating a naw of Louisiana when he met his death, and therefore that the policy was void. Upon the trial of the case below the Court held that there was no question of fact for the jury and declined to submit any question to them, and dismissed the complaint. Upon this the plaintiff appealed. The present court held that there could be no doubt as to the cause of death, and thought that no question of fact was involved. The only question involved was whether the exception of the policy applied to any other violation of law, and whether Cluff violated any law of Louisiana. In the absence of any proof as to the laws of Leuisiana, they were justified in presuming the laws of that State to be the same as this State. There could be no doubt that Cluff was violating the law. He had no right, title or claim to the property. As Cluff was therefore violating the law, his death was the sequence of such violation. Upon a review of all the evidence and law in the case the judgment was an administron of the lower court. went through several assignments, till it came into

F. Grand et al. rs. James F. Pendergrast.-Judge Cardozo gave the decision of the Court. The plaintiff seek to apply to this case the rule of damage which would obtain if the plaintiffs could not have procured the goods to be sent at all, as, for instance, by reason of there being no other vessel or an embargo being land or a canal freezing; but that rule does prevail. When the party can send by another conveyance then he must do so, and he will be entitled, as was allowed here, the difference between the price at which the defendants undertook to carry the property and the price which the plaintiffs were compelled to pay for its transportation. A letter of the defendant, stating neither vessel, rate nor time of sailing, cannot be deemed an offer. It was clear, furthermore, matthe defendants did not intend to make any definite proposition on the subject. The referee's finding, that the vessel by which the plantiff sent was the only one offering or willing to take the percelum after the sailing of the Contest, cannot be disturbed. The Court thought the rule as to the form of the judgment laid down in 7 Wallace, 258, not binding on the State Courts, and that it is not the correct one, but simply leads to great inconvenience, without any practical advantage. The judgment, therefore, should be affirmed. cured the goods to be sent at all, as, for instance

Rule of Damuge on Charter Vessels.

SUPREME COURT-TRIAL TERM.

Before Judge Van Brunt. Holbrook vs. New Jersey Zinc Company .- This is an action to recover damages against the defendant No. for its refusal to permit the plaintiff to transfer into his own name fifty shares of the capital stock of the the defendant, which was represented by certificates the which may been issued in 1884 in the name of William P. Higgs. The plaintiff proved that he had received

Interesting Suit Touching the Trans'er of

those certificates from one Goodall in April, 1867. as alcollateral to accure the judgment of the sum of \$2,000, at that time loaned by him to Goodall, on his promissory note, payable at sixty days. The certificates were accompanied by blank power of autorney, signed by William P. Riggs. The note maturing ham, 1867, was dishonored, and therefore the plaintiff advertised the stock for sale on the Merchants' Exchange. The president of the company on that occasion appeared and stated to the bystanders that there was no stock standing in the name of Riggs, and that the stock represented by those certificates had been previously transferred to another, under a decree of the Supreme Court. It was further proved by the plaintiff that subsequently his attorney presented the sal'd cortificates and powers at the office of the company and demanded permission to transfer the sale, which was refused. The defendant claimed that by a decree of a Maryland Court of Equity Riggs had been directed to transfer the stock of the defendant then standing in his name in the name of J. Hall pleasants, as trustee. This decree was passed in May, 1865. Riggs removing directly after to this city, a bull was filed in the Supreme Court to compel him to make the transfer in execution of the Maryland decree, and in Nevember, 1866, a decree was passed in the stock of the company. Various questions of interest came up, but the Court directed the jury to enter a verdict for the amount of the plaintiffs, adverse to Goodall, and remitted the parties to the Geneal riferm for a discussion of the law questions between them.

Denouement of the Darand Divorce Suit.

Before Judge Spencer.

Marie Durand vs. Joseph Durand.—It will be remembered by the readers of the Herald, in which the particulars of this litigation appeared from time to time, that the action was brought by Marie to time, that the action was brought by Marie Durand, the plaintif, against Joseph Durand, her alleged husband, for assaut and ilbed, and that the alleged lil treatment which she said she received at the hands of Joseph was of a character which excited a good deal of indignation at the time among the friends and admirers of the fair Marie. Yesterday, however, the whole difficulty was suddenly terminated by a discontinuance of all the proceedings on the part of the plaintiff. The facts of the case and the relationship between the parties may be briefly recapitulated here:—The defendant is an influential merchant of New York, and the plaintiff claimed to be his wife. She alleged that she lived in the marital relation with him for a period covering fifteen years, two children having been born to them; that by threats and violence he endeavored to compel her to sign a consent to separate from him, ultimately sending her to Europe and circulating in this city a report that the was dead; that she returned from Europe and commenced suit against him for assault and libed, laying damages at forty-five thousand dollars. At various times the case came up in this court, when the defendant produced evidence tending to show that this story of the plaintiff was afterly false, denying that she was his wife, and alleging that she had been divorced from another man. In order to get rist of her importuaties he fixed an allowance upon her and sent her to Switzerland, where she remained but a short time, when she sold out her allowance and recurred to this ceuntry, where she signin renewed her course of litigation against the defendant, who, in order to avoid any further trouble, offered her \$1,000, which she refused. This offer was made about a year ago, and yesterday the plantiff concluded to accept it and discontinue the proceedings.

Alimony in the Ford Divorce Suit. Durand, the plaintiff, against Joseph Durand, her

case, the particulars of which have been fully published, the plaintiff was ordered to pay ien dollars a week allmony to the defendant pending the progress of the suit.

#### COMMON PLEAS-GENERAL TERM.

Action Against Counsel.

Edward R. Arnold, Respondent, vs. John M. Rob that he had employed the defendant as his counsel in a loan made to Churley G. Patterson upon the security of a chattel mortgage, and that the defend-ant had neglected to record such mortgage for a month, and thereby allowed Parterson to record prior mortgage of \$11,000, by which he lost in security. The defendant asserted that he had never been in any way employed by the plaintiff, but by Patterson, and that the delay in filing the mortgage was caused by the latter's having retained it to affect the schedule. It also appeared that the plaintiff had satisfied his mortgage and accepted plaintiff had satisfied his mortgage and accepted patterson's note and promise to pay, but that when this was done the \$11,000 mortgage had been paid off, although the fact had been concealed from him (plautiff), and he claimed that he gave this satisfaction under advice of the defendant, and under the belief that his mortgage was then worthless, and that it was consequently void, having been obtained by fraud.

the belief that his mortgage was then worthloss, and that it was consequently void, having been obtained by fraud.

The case was submitted to the jury as results upon the credibility of the parties for \$1,50 88, from which the defendant appealed.

Luther R. Marsh, for the appellant, argued that the defendant had never been employed to die the mortgage, and was under ne obligation to do so, even if he had, because his fees had not been paid; that even if the defendant had been negligent the plaintiff had lost his right of action by satisfying his mortgage, and if he had not the payment of the prior mortgage had had that effect.

George W. Wingate, for the respondent, contended that the verdict was conclusive; that the defendant had agreed to look to the nortgage for compensation, but that, having une ertaken to act, he was lable for negligence, even if his employment was grantifous, and that having informed the plaintiff that he had filed the mortgage he was estopped from saying he was not bound to so; that the satisfaction of the plaintiff's mortgage was void, having been obtained by fraud in concealing from him the payment of such prior mortgage, as well as the neglect to record the mortgage to the plaintiff, and that the payment of such prior mortgage, did not reinstate the plaintiff in the position he would have been if his mortgage had been properly recorded, because he was kept in ignorance of its having been paid, while, if the defendant had performed his duty, ne would have had a mortgage when he knew to be a prior secreticy. Decision reserved.

#### COURT OF GENERAL SESSIONS.

Before Gunning S. Bedford, City Judge. Yesterday George Smith and John Williams, allas Michael Brennan, pleaded guilty to grand larceny, valued at twenty dollars, from Wilhelmina Schro It appears that Mrs. Schroeder caught the thieves in It appears that are, sourceder caught the theves in the act, and that Bremman struck her a how with a large from "jimmy," which was exhibited to his Honor. Officer Cotter naving informed Judge Benford that the prisoners were noted and daring thieves, the Judge sentenced each of them to the State prison for five years, remarking that when they served that term they would be tried for a felonious assault and battery.

#### BROOKLYN COURTS.

SUPREME COURT-CIRCUIT. Suit Against the Sheriff of New York. Before Judge Gilbert.

James P. Frost vs. Charles Abernethy and Others. and James O'Brien, Sheriff, &c .- The plaintiff brought suit to recover \$25,441 damages for the illegal seizure of his goods by defendants, on the 23d of December, 1862. Abernethy & Co. are tailors, and ebtained a judgment in the Marine Court of New York against Hart & Pairman for \$378, and in pursuance of that judgment the Sheriff seized the property of Hart & Fairman. Frost, however, alleged that the property seized belanced to him. enged to him.

The defence was that any transfer of the goods to Frost was fraudulent and vold. The jury rendered verdict in laver of plaintiff, and assessed damages at \$4,266.

#### The Forged Will Case. Before Judge McCne.

In the City Court yesterday a motion was made for an arrest of judgment in the cases of C. A. B. Bergerman, who was convicted a short time since Bergerman, who was convicted a short time since of subornation of perjury in the spurious will case. Counsel for the prisoners contended that the City Court had no jurisdiction in criminal cases, and that if it did have jurisdiction, two Aldermen or two Justices of the Peace should have been on the bench with the presiding Judge at the trial. District Attorney Morris argued that the Court had jurisdiction in criminal cases, and Judge McCue, after requesting counsel to submit their points in writing, announced he would deliver a written opinion in the case.

FAIR PLAY AND BETTER PAY TO THE SCHOOLMISTRESSES.

NEW YORK, Nov. 29, 1870.

TO THE EDITOR OF THE HERALD:-Allow me to call your attention to a petition for an increase of salaries presented to the Board of Education by the teachers in our female gramma schools. They advance some very excellent reasons for this, one of which is that a female teacher receives about one-half the salary paid to a male ceives about one-half the salary paid to a male tea cher for the same work equally well done. Viewing this matter solely in the light of economy I have no doubt that a far-seeing public policy would favor the proposed increase, for the reason that with a higher standard of education in our schools, and the attraction of a higher grace of talent to a field of labor where a due proportion exists between the work and the remuneration, a marked diminution in the crime which yearly swells the tax levy to an enormous figure would be specifly left. Ignorance is the parent of every vice, and all friends to the perpetuits of our institutions, whose corner stone is public intelligence, should hall with delight every measure for diffusing the blessings of universal councilions.

# FINANCIAL AND COMMERCIAL.

On 'Change to-day wheat was unsettled and lower. Flour declined about 10c, per barrel. The cotton market was steady but dull. GOLD WEAK-111% A 111.

The graduat dissipation of the fear of a war between England and Russia is reflected in the steady improvement in prices at the London Stock Exchange, where an advance of fully a quarter per cent was established to-day on the price of '62's over the highest quotation of yesterday. British consoli were firm at 93, which is the figure at which they have stood for two days past. The announcement of these prices led to a decline in gold, although the finctuation was unimportant, the extreme range of the market being 111% a 111. About midday it was reported that the French had gained an important victory ever the Prussian army of Prince Frederick Charles, and as at the same time a cable despatch stated that the English bankers had signified their willingness to take the as our bonds and consols wer, quoted a shade lower, gold became strong and advanced to 111%, its upward reaction being assisted by a rather active demand on the part of the shorts to cover was reported strong again at the best prices of the day, and gold once more declined to 111%, at which will sell a million of gold to-merrow, and thus close the Treasury programme for November.
Through an oversight it was stated yesterday that no gold would be sold this week. The first sale under the December programme does not take place before December 7. It was this interval of a week to which reference of the market is shown in the table:-

10 A. M. 111½ 1:47 P. M. 111½ 10:00 A. M. 1113 2 P. M. 111½ 10:55 A. M. 111 3 P. M. 111½ 11 A. M. 111 4 P. M. 111½ 112 M. 111 5:30 P. M. 111½ a 111½ 1 P. M. 111½ In the gold loan market the rates ranged from flat

to four per cent for borrowing. The operations of the Gold Exchange Bank were as follows:-
 Gold cleared.
 \$65,720,000

 Gold balances.
 1,170,117

 Currency balances.
 1,831,868

POREIGN EXCHANGE WEAK. The foreign exchange market was weak and 109 for sixty day sterling and 109% for sight bills. THE EXPORTS OF THE WEEK.

The aggregate amount of exports, exclusive of specie, from the port of New York for the week ending November 29, 1870, was \$4,810,040.

MONEY FOUR TO SIX PER CENT. The prevailing rates on call loans were four and five per cent where the collaterals submitted were government securities, and five and six per cent o'clock there was a rather sharp inquiry for money, and borrowers paid six per cent without hesitation. The demand was brief, however, and fully met at the rate quoted. In discounts there was no new feature. Prime double name acceptances are scarce and in demand. Buyers offer to take them at 7 a 7% per cent.

The course of business at the Government Board broken by hardly a ripple of change. The '62's were very dull and the newer five-twenties strong. The '68's were firm at 100%. Prices preserved th same figures throughout the day, the market closing quiet and steady as follows:-United States curregistered, 113¼ a 113¼; do. do., coupon, 113¼ a 113¾; do. five-twenties, registered, May and November, 106¾ a 107¼; do. do., 1862, coupon, do., 107¾ 107%; do. do., 1864, do. do., 108% a 107%; do. do. 1866, do. do., 107 a 107%; do. do., registered, January and July, 109% a 109%; do. do., 1865, coupon, do., 109½ a 109½; do. do., 1867, do. do., 109½ a 109½; do. do., 1808, do. do., 109½ a 110; do. ten-forties, registered, 106½ a 106½; do. do., coupon,

SOUTHERN SECURITIES STRONG. The Southern list was rather more active and generally strong, the only exception occurring in the new Tonnessees, which were heavy, and sold at 58%. This fluctuation the holders think a very natural reaction after the sharp advance from 55 to 59. At the close the following street quotations were made:-Tennessee, ex coupon, 601/2 a 60%; do., new, 5814 a 5814; Virgima, ex coupon, 64 a 65; do., new, 63 a 64; Georgia sixes, 80 a 82; do. sevens, 91 a 92; North Carelina, ex coupon, 47% a 48; de., new, 26% a 27; do., special tax, 1934 a 20; Missouri sixes, 9234 a 9234; do. Hannibal and St. Joseph, 92 a 9234; Louisiana sixes, 72 a 73; do., new, 67 a 69; de., levee sixes, 72 a 74; do. do., eights, 90 a 91; Alabama fives, 70 a 72; do. eights, 102 a 103; South Carolina sixes, 88 a 90; do., new, January and July, 70% a 71; do. do., April and sevens. 63 a 68.

THE STOCK MARKET STEADY AND DULL. The stock market was dull, and the speculative operators were apparently content to await developnents at London, Washington or wherever else in fluences prevail which are likely to have their effect on the course of prices. The only active features were, in fact, the dividend paying securities, to which fresh attention was directed by the resumption of dividends on the Northwest stocks. A slight improvement in prices generally took place in the forenceon, but this disappeared in the subsequent dulness of the market. Toward the close the market became stagnant, and prices drooped as much as, if not more, than they had strengthened in the A "BREAK" IN UNION PACIFIC.

The confused telegrams from Washington, asserting that the Secretary of the Treasury was about to force the Union Pacific Railroad Company to pay the interest on the currency sixes, produced a sharp decline in the various securities of that corporation, the stock running down from 22 to 17%. These telegrams are in error in one respect. The currency sixes are government bonds as much as the five-twenties or ten-forties. Reference is doubtless had to the mortgage bends retained by the government in exchange for the currency sixes and which were made a second mertgage on the road by an amendment to the original law. As to the merits of Union Pacific stock various theories exist. one impression exists that the foreclosure of the mortgage held by the government would obliterate the stock. On the other hand, it is asserted that a powerful appeal will be made to the next Congress to remit the obligation involved in the second mortgages, in view of the fact that the building of the railroad has enhanced the value of the government lands in the West a great deal more than the amount of currency sixes issued to assist the work. Should the lobbyists at Washington succeed in this scheme the bonded debt would be reduced by about \$30,000,000, bringing the stock into the same position now occupied by the government interest in the road.

CLOSING PRICES AT THE STOCK EXCHANGE. The following were the clesing prices at the last session of the Stock Exchange:—Canton Company, 67% a 69; Consolidation Coal, 30; Cumberland Iron, 40; Western Union, 42% a 43; Quicksliver, 4 8 5%; Mariposa, 6% a 7%; do. preferred, 10% a 10%; Boston Water Pewer, 20; Adams Express, 64% a 64%; Wells-Farge Express, 83; Wells-Fargo Express Scrip, 2½ a 2½; American Express, 46 a 46½; United States Express, 35½ a 36½; Pacific Mail, 42½ a 42½; Atlantic Mail, 24 bid; New York Central consolidated, 92% a 92½; do. scrip, 87½; Erie, 24% a 25; do. preferred, 49% a 50; Harlem, 132% a 134; Reading, 102 a 102%; Lake Shore, 93% a 93%; Panama, 78 a 79; Union Pacific, 19% a 19%; Illinois Central, 185 a 136; Cleveland and Pittsburg, 105% a 106%; Chicago and Northwestern, 81% a 81%; do. preferred, 91 a 91%; Cleveland, Columbus, Cincinnati and Indianapolis, 80 % a 80%; New Jersey Central, 108 a 108%; Rock Island, 111% a 111%; Milwaukee and St. Paul, 60% a 61; do. preferred, 83% a 82%; Teledo, Wabash and Western, 52 a 52%; Fort Wayne, 94% a 94%; Chicago and Alton, 115% bid; do. preferred, 117 a 119; Ohio and Mississippi, 32¼ a 32½; Dela-ware, Lackawanna and Western, 110¼; Morris and Essex, 91% a 92; Boston, Hartford and Eric, am a 314: Hannibal and St. Joseph. 105 a 107: do.

preferred, 118 bid; Columbus, Chicago and Indiana Central, 18 a 18%. HIGHEST AND LOWEST PRICES The following table shows the highest and lowest prices of the leading stocks during the day:— New York Central consolidated.... New York Central scrip..... Rock Island ... 1113
hilwaukee and St. Paul ... 614
hilwaukee and St. Paul preferred ... 8236
Ohio and Mississippi ... 322
Union Pacific ... 22
Western Union Telegraph ... 4336
Pacific Mail ... 422
The following was to Assist Report. SALES AT THE NEW YORK STOCK EXCHANGE. Tuesday, Nov. 29-10:15 A. M.

# 12:15 and 2:15 o'Clock P. M.





#### COMMERCIAL REPORT.

A61176.—Receipts, none. The demand for pot was moderate, but with light receipts, prices were steady and firm at \$6.75 a \$7.25. Pearl were still dull and nominal.

BEESWAE.—There was no demand except for small lots, but holders were generally firm in their views in consequence

CORDAGE was unchanged. We quote: Manila, 20%c. a 21%c.; Sisal rope, 19%c.; Russia boit rope, 18c.; Russia tarred, 18c.; American do., 18c.

COFFER.—The market for Rio was quiet, but prices were still steady, especially for the better grades, the offerings of which were light. We heard of no sales. For the other qualities the mraket was dull and unchanged. We quote:—Rio—Oromary cargoes, 19%c. a 18c.; fair do., 15%c. a 18%c.; good do., 18%c. a 18c.; prime do., 17%c. a 19%c.; attremes for lots, 19%d. a 18c.; prime do., 17%c. a 19%c.; attremes for lots, 19%d. a 18c.; prime do., 17%c. a 19c.; Ceyion, 17%c. a 19c.; Margacible, 18c. a 19%c.; Largarya, 10%c. a 17%c.; Jamaica, 16c. a 18c.; St. Domingo (gg.d., in 18c.; Jamaica, 16c. a 18c.; St. Domingo (gg.d., in 18c.; Carg., 18c. a 17c.; Coast. Rica. 156c.

do., and Caracas 155c. a 18c., do.

(Embar.—Rosendale was in good demand and steady
at \$1.90.

CANDLES.—The demand was without improvement, being
entirely of a jobbing character; prices, however, were without attendation. We quote:—Western and city adamandine
lds. a 18c.; aperm, 20c. and patent 40c.

FLOUR AND GRAIX.—Receipts, 16,979 bbls. flour, 300 bags
corn meal, 115,698 bushels wheat, 15,650 do. corn, 24,876 do.
oats, 100,750 do. barley, 2,000 do. rye and 8,107 de. malt. Tha
market for State and Western flour was dull and heavy and
prices depreciated about 10c. per bbl. The demand from all
olasses of buyers was extremely light and the saises were
confined to about 5,000 bbls. Southern four was quiet,
dull and heavy; the saises were 200 bbls. Rye flour was quiet,

but unchanged in value; sales 200 bbis. Corn m	ur was qui
and we heard of no sales. We quote:	cut was an
No. 2 State	4 10 . 84
Superfine State	5 00 a 5
Extra State	5 d5 & 6
Choice do	6 00 a 6
Superfine Western	
Extra do	5 75 m 6
Extra Minnesola	6 00 a 6
Round hoop Ohio, shipping brands.  Round boop Ohio, trade brands.	2 75 a 6
Round Boop Onto, trade brands	6 00 m 6
Family. St. Louis low extra	0 00 a 7
St. Louis straught aviva	0 80 a 6
St. Louis straight extra St. Louis choice double extra	200 . 0
St. Louis choice family	7 50 4 7
Rye flour	4 110 - 5
Southern extra and family	5 50 - 10
Corn meal, Jersey	4 30 m 4
Corn meal, Brandywipe	4 60 2
-the market for wheat was moderately active.	out at price
le. a Se. below those obtained venteriler The	s soles we
about 90,000 bushels at \$1.40 a \$1.45 for winter	er. 31 65 f
white Genesee, 31 34 a 21 25 for new spring	81 40 f
Canada winter, in bond, \$1 06 for rejected spr	ng. \$1 20 f
No. 8 do., 81 85 for choice No. 2 do.,	and Hi

\$1 for Western and \$1 06 for State, and Canada, on private terms.

FREIGHTS were rather more active, especially for grain and cotton, but the market was rather heavy. Rates, however, were without particular changes. The charters made and quiet, the demand for any the latite of Tongage being light. The engagements were:—To Livernool, 760 bbis. flour at 2s. 6d. 1.000 baise cotten at \$4,64 a. of 16d., and per steamer 4.000 baise cotton at \$4,64 a. \$4,64 a. of 16d. and 16,000 bushels wheat, part at 8d. To London, 30,000 bushels wheat at 9d. To Antwerp, 150 boros bacon at 12a. 6d. To Glasgow, 30,000 bushels wheat at 8d., 20,000 bbis. flour at 2s. 9d., and per steamer 3,000 bushels wheat at 8d., 20,000 bbis. flour at 2s. 9d., and per steamer 3,000 bushels wheat at 94d. The charters were two vessels to Savannah thence with about 3,000 bless cotton each to Cork for orders or United Kingdom at 15-32d., if to the Centinent, 9-16d. A bark, from Richmond to Balias, with 2,300 bbis. flour at 90c. A trig to Newfoundland, flour, at 50c. A ship, from Boston to Calcutts, with ics, on private terms.

if to the Centiment, 3-16d. A bark, from Richmond to Baina, with 2,300 bols, flour at 90c. A brig to Newfoundland, flour, at 50c. A ship, from Boston to Calcutts, with ice, on private terms.

GUNNIFS were dull, and prices were nominal at 17/3c. at 19c. for bags, and 26/9c. a 27c, for cloth, in saies were a reported.

HAI.—The market was without particular change. Shipging was quoted at 81 10; retail ion at \$1 15 a \$1 35; long 1798 straw, \$1 10 a \$1 20; short doe, \$8c. a \$9c. a \$10; short does not retail and the said and

a 21c. Line was steady, at 21 15 for common and 21 75 for himp cars, 156. a 46c. ..., acc. a 24c.; Porto di, refining, 29c. a 29c.; Olt. Cakf. ... Western was quoted at about \$41. There were sold 25 tons cotton cake at \$22. ... ANYAL STORKS. The market for spirits turpentine was fairly active and framer, and princes advanced to per gallion, closing strong at about \$6c., which price was paid for a lot to arrive; the sales were 600 bils., on the spot ame to the sales was still dull and the acc.

180/4c. a 32c., gold—closing strong at 32c. Banca was quoted at 32c. a 36jc., gold—closing strong at 32c. Banca was quoted at 32c. a 36jc. a 36jc., gold, without sains. Plates were dull, but prices were unchangel. There were sold 500 boxes I. C., charcoal at 32 25 a 35 5/5, gold, and 150 do. charcoal terms on private terms.

TORACO.—The demand for Kentucky was light, but there was no chance to note in prices. Saiss 110 hids. at from 5/9c. to 2c. Seed leaf was slow of saic, there being scarcely any depand, but full prices were asked for all desirable lots. Saies 100 cases Connecticut at 50c. a 50c. Of Havana 17d. bales were asked.

WHEREY-Receipts, 250 bbis. The market was quiet, but prices were firm. There were sold 160 bbis, at \$10. for iron bound.

WOOL.—There is nothing new to be said concerning themseriet for this staple. The demand is light, as usual during the forepart of the week, and the amount of business in progress is therefore small. There are but few buyers in the market, and they are not purchasing more than immediate wants require, being indisposed to operate to any extent at the prevailing prices. Holders are firm in their views and refuse to make any reduction in prices to effect sales in view of the moderate stock and the probability that a better demand will prevail soon. What little demand prevails is thiefly for the time grades. Combing is scarce. For pulled wool there is a moderate demand at prices not differing materially from those previously current. Texas is quiet, the demand being hight and almost entirely for small lost, but prices are without alteration; the little demand that prevails is mainly for the fine grades, which are more steady than the other descriptions. California is unchanged, the demand is including lightly for the fine grades, which are more steady than the other descriptions. California is unchanged, the demand a prevail for the fine grades, which are more steady than the other kinds. There is but little business doing, in foreign, which, however, is generally held for previous fagures. The sales were about 50,000 lbs. these extrem 50c, to 50c, feering at 50c, sold lbs. these as from 50c, to 50c, feering at 50c, sold lbs. these as from 50c, for back No. 1, super and extra, 25c, 10 bbs. printed at 50c, as 45c, rolls on private terms; 20,000 bbs. Persa, in jobs at from \$20c, to 50c, feering at 50c, as 35c, or purry to bins free from burry; 2000 lbs. Cape and a small lot Donskol on private terms; 2000 bbs. Spring clip California at 25c, as 35c, or purry to bins free from burry;

#### DOMESTIC MARKETS.

Flour steady and unchanged; sales 2,600 bits, at \$6 78 for No. 1 spring, \$1 for amber winter, \$7 50 for white, \$8 35 for double extra. Wheat quiet and easier; No. 1 fellwanker. Club offered at \$1 36. Corn quiet at 52c. Oats quiet, but firm; sales 700 busines Western, at 56c. Bariey inactive; stock in store this morning was \$5,000 oanhels. Rys and peas nominal. Corn meal, \$1 80 for bolled, \$1 70 for unboiled per cwt. Highwines \$69.5c. Canal freights—Wheat, 11 sec.; barley, 94c. a 10c. to New York, \$5 c. to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$5 80; to Albany, 50c; gram and mill feed, to Boston, \$6 9c; to New York, \$6,000 bunbels; lumber, 25,000 feet, 50c; \$6,000 bunbels; mill, \$900 bunbels; lumber, \$25,000 feet, 50c; \$6,000 bunbels; mill, \$900 bunbels; lumber, \$25,000 feet, 50c; \$6,000 bunbels; lumber, \$100;

Petroleum -Crude firm at \$4 lo; refined quiet at 20c., for Tobacco—Sales 47 hhds. at \$5.26. at \$75 for common to good lugs, \$5.7 at \$10 for low to medium leaf, \$10 at \$15 for formand to good lugs, \$7.5 at \$10 for low to medium leaf, \$10 at \$15 for fair to good. Hagging firm at \$26.

Cotton quiet but firm: middlings, 15/50; sales, 1,400; net receipts, 5,720; stock, 76,199.

New Orleans, Nov. 29, 1876.

Cotton active at full prices; middlings, 15/50, at 15/50; sales, 10,500; net receipts, 11,188; constwite, 533; total, 11,721; exports to Great Britain, 1,500; to the Continent, 227 to Barcelons; stock, 101,820.